

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

THOMAS HUDDLESTON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

JOHN CHRISTNER TRUCKING, LLC,

Defendant.

Case No. 4:17-cv-00549-GKF-FHM

**DECLARATION OF THOMAS HUDDLESTON IN SUPPORT OF PLAINTIFF'S
MOTION FOR CLASS CERTIFICATION**

I, Thomas Huddleston, declare as follows:

1. I am an individual over the age of eighteen and have personal knowledge of the facts stated herein, and if called to testify, I would and could completely testify thereto. I am an adult resident of El Mirage, California. I am a Named Plaintiff in the above-entitled action filed against John Christner Trucking, LLC ("JCT").

2. I worked for JCT as a truck driver throughout the United States from approximately May 2016 through August 2016. Among other states, I worked for JCT as a truck driver in California from approximately May 2016 through August 2016. Throughout my entire tenure driving for JCT, JCT classified me as an independent contractor.

3. On average, I routinely worked up to and over fourteen (14) hours per day, and seven (7) days per week. I routinely worked up to approximately fourteen (14) hours per day when I worked in California.

4. I did not receive compensation for all hours I worked regardless of how many hours I worked per day and per week, and instead, I was paid by the mile. I was not separately compensated for most non-driving activities.

5. JCT's only break policy was that I take a thirty-minute break at some point within the first eight hours of driving, in order to comply with DOT regulations. JCT never instructed me to take a thirty-minute meal break within the first five hours of work. To the extent I did take a meal break, it typically would not be within the first five hours of work.

6. I regularly was not able to take a thirty-minute meal break within the first five hours of work. It was extremely difficult to take meal breaks because of the amount of time my loads typically took to complete and the pressure placed upon me by my supervisors to complete all my loads on time. I was ultimately responsible for making sure nothing happened to the truck or cargo when I would attempt a thirty-minute meal break. When I worked over ten hours, I did not receive a second thirty-minute meal break.

7. JCT did not require me, like other drivers, to take ten-minute rest breaks. I was never told by JCT that I should take a rest break at any time. JCT never took any actions to relieve me of my duties or responsibilities in order to take a ten-minute rest break. During my time driving for JCT, I was never given a compensated, duty-free, rest break. Further, I never received any compensation for missing a meal or rest break.

8. My work experiences described above were consistent throughout my time driving for JCT. I believe the facts described in this declaration regarding my time driving for JCT are the same as other JCT drivers. I believe that JCT's policies and practices have been similar for other JCT drivers because it is my understanding that JCT classifies all of its drivers as independent contractors.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed in Victorville, CA
City State
on 04/19, 2019.
Date

Thomas Huddleston
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